BILL NO. S-90-08-26

SPECIAL ORDINANCE NO. S-218-90

AN ORDINANCE approving Contract **FOR PARTIAL ROOF REPLACEMENT AND REPAIR WORK FOR THE POLICE ACADEMY** between **S.E. JAHN COMPANY, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **FOR PARTIAL ROOF REPLACEMENT AND REPAIR WORK FOR THE POLICE ACADEMY** by and between **S.E. JAHN COMPANY, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

the partial roof replacement and repair work for the Police Academy, 1717 South Lafayette, Fort Wayne, Indiana;

involving a total cost of Nineteen Thousand One Hundred Dollars ($19,100.00).

SECTION 2. Prior Approval has been requested from Common Council on **August 28, 1990.** Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the twenty-second (22nd) day of August in the year of Nineteen Hundred and ninety (1990)

BETWEEN the Owner:
(Name and address)

The City of Fort Wayne
through the Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

and the Contractor:
(Name and address)

S.E. Jahn Company, Inc.
1021 East Wallace Street
Fort Wayne, Indiana 46803

The Project is:
(Name and location)

Partial Roof Replacement and Repair Work for the Police Academy, 1717 South Lafayette Street, Fort Wayne, Indiana 46802.

The Architect is:
(Name and address)

Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~or as follows:~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

within 60 calendar days of the signing of the Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

sixty (60) calendar days, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of nineteen thousand one hundred and no hundredths Dollars ($ 19,100.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Principal Bid Sum Number One (#1)
All of the roofing, metal deck work and miscellaneous construction work required for the completion of Roof Area A only. $19,100.00

(The cost for Informative Bid Number One and the Performance and Material Payment Bond is included in the Principal Bid Sum.)

4.3 Unit prices, if any, are as follows:

The unit prices below shall determine the value of extra work or changes in the work, as applicable. It shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

1. Unit Price #1
   The removal and replacement of damaged or dryrotted wood nailers and blocking with wolmanized treated wood. The cost per lineal foot based on a 2 x 8 dimension for the sum of $3.50 per lineal foot.

2. Unit Price #2
   The removal and replacement of the existing built-up roof system and roof insulation including all flashing and incidental roof items as specified herein. The cost per square or 100 square foot area for the sum of $579.00 per square.

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~xx xx~~ ~~following~~

5.3 Provided an Application for Payment is received by the Architect not later than the fifty (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows: None.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~except as follows~~:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None.

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated June 29, 1990, and are as follows:

Document	Title	Pages
Article 1.1.1.	The Contract Documents	SC-1
Article 1.1.2.	The Contract	SC-1
Article 1.1.3.	The Work	SC-1
Article 1.1.4.	The Project	SC-1
Article 1.2.	Execution, Correlation & Intent	SC-1
Article 2.1.	The Owner	SC-1
Article 3.9.	Superintendent	SC-1 through SC-2
Article 3.13.	Use of Site	SC-2
Article 3.14.	Cutting and Patching of Work	SC-2
Article 4.1.	Architect	SC-2
Article 5.2.	Award of Subcontracts	SC-2
Article 9.2.	Schedule of Values	SC-2
Article 9.3.	Application for Payment	SC-2
Article 9.10.	Final Completion/Final Payment	SC-2

Continued on Attachment A.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Section 01010	Summary of Work	01010-1 through 01010-3
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01045	Cutting & Patching	01045-1 through 01045-2
Section 01090	Definitions & Standards	01090-1 through 01090-3
Section 01300	Submittals	01300-1 through 01300-4
Section 01500	Temporary Facilities	01500-1 through 01500-2
Section 01700	Project Closeout	01700-1 through 01700-2
Section 02070	Selective Demolition	02070-1 through 02070-4
Section 04200	Unit Masonry	04200-1 through 04200-2
Section 05300	Metal Decking	05300-1 through 05300-2
Section 06100	Rough Carpentry	06100-1 through 06100-2
Section 07511	Built-Up Asphalt Roofing	07511-1 through 07511-10
Section 07600	Flashing and Sheet Metal	07600-1 through 07600-3
Section 07900	Joint Sealers	07900-1 through 07900-2
Section 09900	Painting	09900-1 through 09900-2
Section 10000	Miscellaneous Work	10000-1

Attachment A

Document	Title	Page
Article 11.	Insurance	SC-3 through SC-4
Article 11.3.	Property Insurance	SC-4
Article 11.4.	Performance Bond/Payment Bond	SC-4
Article 13.1.	Governing Law	SC-5
Article 15.	Specifications Explanation	SC-5
Article 16.	Manufacturer's Directions	SC-5

9.1.5 The Drawings are as follows, and are dated June 29, 1990 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
1 through 2	Key Note Legend	June 29, 1990
A-1	Roof Plan	June 29, 1990
A-2	Parapet Flashing Detail/ Chimney Flashing Detail	June 29, 1990
A-3	Dividing Parapet Details (2)	June 29, 1990
A-4	Vent Pipe Flashing Detail/ Gutter Detail	June 29, 1990
A-5	Equipment Support Detail/ Pipe Support Detail	June 29, 1990
A-6	Metal Deck Detail/ Dividing Parapet Detail	June 29, 1990
A-7	Reflected Ceiling Plan	June 29, 1990

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum Number One (#1)	July 20, 1990	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Proposal dated July 25, 1990.
2. Bid Bond issued by Amwest Surety Insurance Company dated July 23, 1990.
3. Bidder/Vendor Anti-Apartheid Certification dated July 25, 1990.
4. Certification of Non-Segregated Facilities dated July 25, 1990.
5. Certificate in lieu of Financial Statement dated July 25, 1990.
6. Emerging Business Enterprise Commitment Form.
7. Street Barricade Maintenance Information.
8. Contractor's Bid for Public Work dated July 25, 1990.
9. Financial Statement for S.E. Jahn Company, Inc. for years ended 12/31/88 & 12/31/89.
10. Certificates of Insurance.
11. Performance and Material Payment Bond.

APPROVED
Board of Public Works & Safety

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER	City of Fort Wayne Board of Public Works One Main Street Fort Wayne, IN 46802
(Signature)	
Charles Layton, Chairman	
(Printed name and title)	

CONTRACTOR	S.E. Jahn Company, Inc. 1021 East Wallace Street Fort Wayne, IN 46803
(Signature)	
Steven E. Jahn, President	
(Printed name and title)	

INSTRUCTION SHEET

FOR AIA DOCUMENT A101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR where the Basis of Payment is a STIPULATED SUM—1987 EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document A101 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

2. Related Documents

This document has been prepared for use in conjunction with the 1987 edition of AIA Document A201, General Conditions of the Contract for Construction, which is adopted into A101 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107 may be considered.

The A101 document may be used as one part of the Contract Documents which record the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

General Conditions (i.e., A201)
Supplementary Conditions
Drawings
Specifications
Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC.

3. Arbitration

This document incorporates ARBITRATION by adoption of AIA Document A201, which provides for arbitration according to the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write the American Arbitration Association, 140 West 51st Street, New York, NY 10020.

4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared with the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted.

5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

7. Limited License for Reproduction

AIA Document A101 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The A101 document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce them.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed A101, but only for use in connection with a particular Project. A101 may not be reproduced for Project Manuals. Rather, if a user wishes to

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include it as an example in a Project Manual, the normal practice is to purchase a quantity of the pre-printed forms and bind one in each of the Project Manuals. Partial modifications, if any, may be accomplished without completing the form by using separate Supplementary Conditions.

Upon reaching agreement concerning the Contract Sum and other conditions, the form may be removed from the manual and such information, except for the signatures, may be added to the blank spaces of the form. The user may then reproduce up to ten copies to facilitate the execution (signing) of multiple original copies of the form, or for other administrative purposes in connection with a particular Project. Please note that at least three original copies of A101 should be signed by the parties as required by the last provision of A101.

B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Two new articles have been added: Article 8, Termination or Suspension; and Article 9, Enumeration of Contract Documents.

2. Changes in Content

The 1987 edition of A101 revises the 1977 edition to reflect changes made in the most recent (1987) edition of A201. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1977 edition of A101:

Article 1: A specific statement has been added that the Contract represents the entire agreement between the parties, superseding previous negotiations and writings.

Article 2: Space has been provided to describe any exceptions to the description of Contractor's Scope of Work.

Article 3: In the title of this article, "Time of Commencement" has been changed to "Date of Commencement."

Article 4: Space has been provided for insertion of the amounts relating to alternates and unit prices.

Article 5: The Progress Payments article has been substantially rewritten and expanded. Detailed directions have been added on how and when payments shall be calculated and applied for.

Article 6: Further details have been added to clarify the conditions under which final payment shall be made by the Owner.

Article 7: The reference to definitions contained in the Conditions of the Contract has been deleted because the A201 document is now specifically adopted by reference under Article 9.

Article 8: This is a new article containing references to the General Conditions.

Article 9: This article is new. The A101 Document and the A201 Document are explicitly enumerated as parts of the Contract Documents. Spaces are provided for information specifically identifying the other Contract Documents, including the Supplementary Conditions, Specifications, Drawings and Addenda, if any.

Signature Page: It is noted above the signature lines that this agreement is executed on at least three original copies. See the instructions pertaining to Limited License for Reproduction.

C. COMPLETING THE A101 FORM

1. Prospective bidders should be informed of any additional provisions which may be included in A101, such as liquidated damages or provisions for stored materials, by an appropriate notice in the Bidding Documents and the Supplementary Conditions.

2. Modifications

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form or by Supplementary Conditions, special conditions or amendments included in the Project Manual and referenced in this document. The form may also be modified by striking out language directly on the original pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the Limited License for Reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

3. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the owner, the date authorizing action was taken or the date of actual execution. It

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will be the date from which the Contract Time is measured unless a different date is inserted under Paragraph 3.1.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

Architect: As in the other Contract Documents, the Architect's full legal or corporate titles should be used.

4. Article 1—The Contract Documents

The Contract Documents must be enumerated in detail in Article 9. The Contractor's bid itself may be incorporated into the Contract; similarly, other bidding documents, bonds, etc., may be incorporated, especially in public work.

5. Article 2—The Work of This Contract

Portions of the Work which are the responsibility of persons other than the Contractor and which have not been otherwise indicated should be listed here.

6. Article 3—Date of Commencement and Substantial Completion

The following items should be included as appropriate:

Paragraph 3.1

The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Contract. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

Paragraph 3.2

The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Also insert any provisions for liquidated damages relating to failure to complete on time. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform Subcontractors about the amount of liquidated damages will help determine the location chosen.

The provision for liquidated damages, which should be carefully reviewed or drafted by the Owner's attorney, may be as follows:

> The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Dollars ($).

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions, Paragraph 9.11.

7. Article 4—Contract Sum

Paragraph 4.1

Enter the Contract Sum payable to the Contractor.

Paragraph 4.2

Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101, attach a schedule showing the amount of each alternate and the date until which that amount is valid.

Paragraph 4.3

Enter any unit prices, cash allowances or cash contingency allowances.

If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

> The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

Specific allowances for overhead and profit on Change Orders may be included under this paragraph to forestall disputes over future Change Order costs.

8. Article 5—Progress Payments

Paragraph 5.2

Insert the time period covered by each Application for Payment if it differs from the one given.

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will be the date from which the Contract Time is measured unless a different date is inserted under Paragraph 3.1.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

Architect: As in the other Contract Documents, the Architect's full legal or corporate titles should be used.

4. Article 1—The Contract Documents

The Contract Documents must be enumerated in detail in Article 9. The Contractor's bid itself may be incorporated into the Contract; similarly, other bidding documents, bonds, etc., may be incorporated, especially in public work.

5. Article 2—The Work of This Contract

Portions of the Work which are the responsibility of persons other than the Contractor and which have not been otherwise indicated should be listed here.

6. Article 3—Date of Commencement and Substantial Completion

The following items should be included as appropriate:

Paragraph 3.1

The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Contract. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

Paragraph 3.2

The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Also insert any provisions for liquidated damages relating to failure to complete on time. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform Subcontractors about the amount of liquidated damages will help determine the location chosen.

The provision for liquidated damages, which should be carefully reviewed or drafted by the Owner's attorney, may be as follows:

> The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Dollars ($).

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions, Paragraph 9.11.

7. Article 4—Contract Sum

Paragraph 4.1

Enter the Contract Sum payable to the Contractor.

Paragraph 4.2

Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101, attach a schedule showing the amount of each alternate and the date until which that amount is valid.

Paragraph 4.3

Enter any unit prices, cash allowances or cash contingency allowances.

If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

> The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

Specific allowances for overhead and profit on Change Orders may be included under this paragraph to forestall disputes over future Change Order costs.

8. Article 5—Progress Payments

Paragraph 5.2

Insert the time period covered by each Application for Payment if it differs from the one given.

SAMPLE

Paragraph 5.3
Insert the time schedule for presenting Applications for Payment. Insert the day of the month progress payments are due, indicating whether such day is to be in the same or the following month after receipt by the Architect of the relevant Application for Payment.

The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application.

Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201.

Subparagraph 5.6.1
Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment.

The Owner frequently pays the Contractor 90 percent of the earned sum when payments fall due, retaining 10 percent to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

Subparagraph 5.6.2
Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site.

Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Paragraph 7.3. Provisions regarding transportation to the site and insurance protecting Owner's interests should be included.

Subparagraph 5.7.1
Enter the percentage of the Contract Sum to be paid to the Contractor upon Substantial Completion.

Paragraph 5.8
Describe any arrangements to reduce or limit retainages indicated in Subparagraphs 5.6.1 and 5.6.2, if not explained elsewhere in the Contract Documents.

A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A is recommended.

9. Article 6—Final Payment

Insert the date by which Owner shall make final payment, if it differs from the one stated.

When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201 and must determine that, to the best of the Architect's knowledge and belief and according to final inspection, the requirements of the Contract have been fulfilled.

10. Article 7—Miscellaneous Provisions

Paragraph 7.2
Enter any agreed-upon interest rate due on overdue payments.

Paragraph 7.3
Insert other provisions here.

11. Article 9—Enumeration of Contract Documents

A detailed enumeration of all Contract Documents must be made in this Article.

D. EXECUTION OF THE AGREEMENT

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

INSTRUCTION SHEET

PROPOSAL July 25, 1990

To: City of Fort Wayne - Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

For: Partial Roof Replacement and Repair Work

The undersigned proposes to furnish all labor, materials, equipment, transportation and services required for the partial roof replacement, partial metal deck replacement, general, mechanical, electrical and plumbing construction for the roof above the Police Academy located at 1717 South Lafayette Street, Fort Wayne, Indiana 46803, as described below and according to the drawings and specifications prepared by Grinsfelder Associates Architects, Inc., 903 West Berry Street, Fort Wayne, Indiana 46802; our bid being as follows:

Principal Bid Sum Number One (#1)
All of the roofing, metal deck work and miscellaneous construction work required for the completion of Roof Area A only for the sum of:

Nineteen Thousand One Hundred and 00/100 dollars.
(amount in words)

$ 19,100.00.
(amount in figures)

Principal Bid Sum Number Two (#2)
All of the roofing, metal deck work and miscellaneous construction work required for the completion of Roof Areas A and B for the sum of:

Thirty One Thousand Two Hundred Fifty and 00/100 dollars.
(amount in words)

$ 31,250.00.
(amount in figures)

Roofing System Identification:
The following manufacturer will be used for the partial roof replacement on the Police Academy:

GAF Building Corporation

Informative Bid Number One (#1) - To be included in the Principal Bid Sum
The cost of a 20 year Owens Corning Fiberglas Corporation, GAF or Manville built-up roofing guarantee, four ply Type 6 fiberglas asphalt felts as shown and specified for the sum of:

One Thousand and 00/100 dollars.
(amount in words)

$1,000.00.
(amount in figures)

Unit Price
The following item represents a unit cost. This cost includes all labor, materials, freight, overhead, profit and other incidental expenses related to the work. This cost shall be used uniformly for additions to the work specified.

Unit Price Number One (#1)
The removal and replacement of damaged or dryrotted wood nailers and blocking with wolmanized treated wood. The cost per lineal foot based on a 2 x 8 dimension for the sum of:

Three _____

_____ and 50 /100 dollars (per lineal foot).
(amount in words)

$ 3.50 (per lineal foot).
(amount in figures)

Unit Price Number Two (#2)
The removal and replacement of the existing built-up roof system and roof insulation including all flashing and incidental roof items as specified herein. The cost per square or 100 square foot area for the sum of:

Five Hundred Seventy Nine _____

_____ and 00 /100 dollars (per square).
(amount in words)

$ 579.00 (per square).
(amount in figures)

Performance Bond
The Owner will require a Performance Bond and Payment of Labor and Materials Bond in amount of 100% of Bid Sum in form of bond satisfactory to Owner and Architect. The cost for the Performance Bond and Payment of Labor and Material Bond will be:

Seven Hundred Sixty Five _____

_____ and 00 /100 dollars.
(amount in words)

$ 765.00 .
(amount in figures)

Note: Above cost for Bond shall be included in Bid Sum.

Addenda
The undersigned hereby acknowledges receipt of the following Addendum (Addenda) covering revisions to the drawings and/or specifications, the cost of such revisions, if any, being included in the Bid Sum quoted above:

Addendum No. 1 Dated 7/20/90

Addendum No. _____ Dated _____

Taxes
The undersigned, by his signature below, acknowledges that the above Bid Sum includes all taxes of any nature to be incurred by reason of the proposed work.

Completion Time
The undersigned agrees to begin work within 60 calendar days after the execution of the Contract and to pursue work to "Substantial Completion" suitable for occupancy within 60 calendar days, barring acts of God, fire, civil strife or similar calamities.

Guarantee of Prices
The undersigned agrees to guarantee prices stated in this Proposal for sixty (60) consecutive calendar days from the submittal date, and agrees to enter into formal Agreement with the Owner to perform the above stated work for the above stated Bid Sum at any time within this period should he be notified or award.

Substitutions
Bidder will list below or on signed, attached letterhead any materials, equipment or methods proposed as substituted for those shown or specified. Show change in price (plus or minus) from Bid Sum for each item listed, or mark "no price change" if such be the case. Bidders, in signing their Proposals, agree to furnish materials, equipment and methods as shown and made part of written Owner-Contractor Agreement.

Legal Status of Bidders
Undersigned bidder will receive served or mailed communications at the following legal address:

Street 1021 E. Wallace Street

City Ft. Wayne State IN Zip 46803 Phone 219-456-3494

Undersigned declares his legal status as: _____ Sole Proprietor _____ Partnership XXXX Corporation

Organized under the laws of the State of Indiana.

Names and Addresses of all Persons who are parties to this Proposal:

Steven E. Jahn, President
(name) (title)

1021 E. Wallace Street,
(address) Ft. Wayne, IN 46803

Roger L. Rausch, Project Manager
(name) (title)

1021 E. Wallace Street,
(address) Ft. Wayne, IN 46803

This Proposal submitted by:

S. E. Jahn Co., Inc.
(firm name)

Steven E. Jahn, President
(signature) (title)

Roger Rausch
(signature) (title)

_____
(signature) (title)

Signed and sealed this 25 day of July, 1990.

END PROPOSAL

BID DATE: 7/25/90

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT:

That we, S.E. JAHN CO., INC., as principal and

AMWEST SURETY INSURANCE COMPANY

and N/A

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of FIVE PERCENT OF BID (5%) NOT TO EXCEED ONE THOUSAND AND NO/100********** dollars.

($1,000.00**********), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, succesors, executors and administrators, jointly and severally, firmly by these present.

SIGNED AND SEALED at INDIANAPOLIS, IN, this

23rd day of JULY, 19 90.

The condition of this obligation is such that if the accompanying bid or proposal of

Police Academy-Partial roof replacement and repair, 1717 S. Lafayette Street, Ft. wayne, IN 46803

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a Contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at

this 23rd day of JULY, 19 90.

Steven E. Jahn, President

Sharon E. Calvin, Attorney-In-Fact

S. E. Jahn Co., Inc.
Principal

* AMWEST SURETY INSURANCE COMPANY
Surety

*If signed by an agent, appropriate Power of Attorney shall be attached.

BID BOND ATTACHMENT

NOTE 1: Use this form, if Cashier's or Certified Check accompanies bid.

Enclosed herewith, find Cashier's or Certified Check for $_____ being 5% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which are to remain the absolute property of said City, if _____
BIDDER
shall not within 10 days after Notice of Acceptance of the within bid enter into a written contract and secure said contract by a Performance Bond for the full amount of the contract to the approval of the proper officials of said City.

==========

NOTE 2: Use this form if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five percent (5%) of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the contract for said work, and if S.E. JAHN CO., INC.
BIDDER
shall enter into a contract and furnish a 100% Performance Bond, as required, within ten days (10) from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

POWER NUMBER
E24001
BOND NUMBER
1183588-23
This Power of Attorney has been delivered in connection with the above bond number.

AMWEST SURETY INSURANCE COMPANY
P.O. BOX 4500, WOODLAND HILLS, CA 91365-4500
(818) 704-1111

LIMITED POWER OF ATTORNEY
(READ CAREFULLY)

To be used only in conjunction with the bond specified herein.

VOID IF NOT USED BY:
JANUARY 1, 1991
No Power of Attorney on this form shall be valid as to bonds, undertakings, recognizances or other written obligations in the nature thereof executed on or after said expiration date.

NAME OF PRINCIPAL: S.E. JAHN CO., INC. PENAL SUM $1,000.00

NAME OF OBLIGEE: CITY OF FORT WAYNE, INDIANA

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY.** Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY,** and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY** at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY,** A CALIFORNIA CORPORATION, (the "Company"), does hereby make, constitute and appoint

SHARON E. CALVIN AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

its true and lawful Attorney(s)-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds up to $250,000;
Contract, Court & Subdivision Bonds up to $500,000;
Small Business Administration Guaranteed Bonds up to $1,250,000;
License & Permit Bonds up to $100,000;
Miscellaneous Bonds up to $25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-Laws of the Company, which are now in full force and effect:

Article III, Section 7 of the By-Laws of **AMWEST SURETY INSURANCE COMPANY**

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on December 15, 1975.

RESOLVED that the president or any vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president or any vice-president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president or any vice-president or secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **AMWEST SURETY INSURANCE COMPANY** has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 7 day of December 19 89.

Gary R. Peterson, President

Karen G. Cohen, Secretar

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

On this 7 day of December A.D., 19 89, personally came before me Gary R. Peterson and Karen G. Cohen to me known to be the individuals and officers of **AMWEST SURETY INSURANCE COMPANY,** CALIFORNIA who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid

NAME OF OBLIGEE: _____

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY.** Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY,** and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY** at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY,** A CALIFORNIA CORPORATION, (the "Company"), does hereb make, constitute and appoint

SHARON E. CALVIN AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

its true and lawful Attorney(s)-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of t Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds up to $250,000;
Contract, Court & Subdivision Bonds up to $500,000;
Small Business Administration Guaranteed Bonds up to $1,250,000;
License & Permit Bonds up to $100,000;
Miscellaneous Bonds up to $25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-La of the Company, which are now in full force and effect:

Article III, Section 7 of the By-Laws of **AMWEST SURETY INSURANCE COMPANY**

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on December 15, 1975.

RESOLVED that the president or any vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president or any vice-president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president or any vice-president or secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **AMWEST SURETY INSURANCE COMPANY** has caused these presents to be signed by its proper officers, and its corpor seal to be hereunto affixed this 7 day of December 19 89 .

Gary R. Peterson, President

Karen G. Cohen, Secre

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

On this 7 day of December A.D., 19 89 , personally came before me Gary R. Peterson and Karen G. Cohen to me known to be the individuals and officers of **AMWEST SURETY INSURANCE COMPANY,** CALIFORNIA who executed the above instrument, and they ea acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesa and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affi and subscribed to the said instrument by the authority of the board of directors of said corporation.

OFFICIAL SEAL
TIA J. MARKLEY
Notary Public-California
Principal Office in
LOS ANGELES COUNTY
My Comm. Exp. March 27, 1992

(SEAL)

Notary Pu

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

CERTIFICATE

I, the undersigned, _____ secretary of the **AMWEST SURETY INSURANCE COMPANY,** a California corporation, DO HEREBY CERTIFY that foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the By-Laws of the Compa and the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at Indianapolis, IN this 23rd day of JULY 19 90

Karen G. Cohen, Secre

Bidder/Vendor

Anti-Apartheid Certification

The undersigned, on behalf of S. E. Jahn Co., Inc. does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms [illegible]ons submitting bids to the City, for goods and services, [illegible]ity, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of

S. E. Jahn Co., Inc., that they

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 25 day of July, 19 90.

S. E. Jahn Co., Inc.

Name of Bidder/Vendor

Steven E. Jahn, President

Name and Title of Person Signing

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: July 25, 1990

S. E. Jahn Co., Inc.
Name of Bidder

By: Steven E. Jahn

Title: President

Official Address: (including zip code)

1021 E. Wallace Street

Ft. Wayne, IN 46803

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steven E. Jahn (name), the President (position). of S. E. Jahn Co., Inc. (company)

HEREBY CERTIFY THAT:

1. That the Financial Statement of said Company, dated the 31st day of December, 1989. now on file in the office of the Board of Public Works and Safety of the City of Fort Wayne, Indiana. made a part hereof, is a true and correct statement. and, accurately reflects the financial condition of said Company, as of the date hereof: and,

2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this certificate on its behalf.

DATE: July 25, 1990

X Steven E. Jahn
signature

President
title

SUBSCRIBED AND SWORN to before me. a Notary Public. in and for said County and State. this 25 day of July, 1990.

Roxanne L. Haviland
notary public

Roxanne L. Haviland
printed name of notary

Resident of Allen county.

My commission expires:
9/12/91

EMERGING BUSINESS ENTERPRISE (EBE) COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE EBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an EBE Contractor.

For EBE specify percentage of the economically disadvantaged individual's ownership _____%

B._____ The undersigned certifies that it and _____ firm (EBE) have entered a joint venture to perform this contract.

C._____ The undersigned commits _____% of the total bid price as a subcontract to Emerging Business Enterprise participation. The EBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK	% TO BE SUBCONTRACTED
1.			
2.			
3.			

D. Complete (1.) below, and a Request for Waiver form if the participation goal of 10% for EBES is not to be met.

1. My Company will not meet the participation goals for the following reasons:

All work to be done by our own forces

(Attach additional sheets as necessary.)

Contractor: S. E. Jahn Co., Inc.

By: Steven E. Jahn

Its: President

Contractor:_____

By:_____

Its:_____

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this Contract.

Name	Telephone Number
Paul Lichtsinn	447-7756
Roger Rausch	485-0895

S. E. Jahn Co., Inc.
Contractor

Permit No.

Prescribed by the State Board of Accounts — Form No. 96 (Revised 1987)

CONTRACTORS BID FOR PUBLIC WORKS

PART I

(To be completed for all bids)
(Please type or print)

Date: July 25, 1990

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): S. E. Jahn Co., Inc.
   Address: 1021 E. Wallace Street
   City/State: Ft. Wayne, IN 46803
4. Telephone Number: 219-456-3494
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Ft. Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of See Bid Form $_____. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or [illegible]e any employee, or applicant for employment, to be employed in the performance of this contract, with [illegible]pect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as ■ contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered [illegible]combination, collusion or agreement with any person relative to the price to be bid by anyone at such [illegible]or to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is [illegible]ade without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at _____ this 25th day of July 19 90

S. E. Jahn Co., Inc.
(Name of Organization)

By X Steven E Jahn

President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Ft. Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of See Bid Form $_____. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Signed at _____ this 25th day of July, 19 90

S. E. Jahn Co., Inc.
(Name of Organization)

By X Steven E Jahn

President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

Steven E. Jahn being duly sworn, deposes and says that he is President (Title) of the above S. E. Jahn Co., Inc. (Name of Organization) and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 25 day of July, 19 90

Roxanne L. Haviland
Notary Public

My Commission Expires: 9/12/91

County of Residence: Allen

Form 96 (Revised 1987)

BID OF

S. E. Jahn Co., Inc.
(Contractor)

1021 E. Wallace Street
(Address)

Ft. Wayne, IN 46803

FOR PUBLIC WORKS PROJECTS OF

Police Academy

1717 South Lafayette Street

Fort Wayne, IN 46803

Filed July 25, 19 90

Action taken

PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne

Bidder (Firm): S. E. Jahn Co., Inc.

Date: 7/25/90

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
85,000.00	Roofing	10/86	Coesse School, Columbia City, IN
413,167.00	Roofing	10/88	Jay School corp., Portland, IN
110.00	Roofing	9/88	Carnegie Public Library, Angola, IN
201,900.00	Roofing	9/88	East Allen Co. Schools, Ft. Wayne, IN

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
393,800.00	Roofing	9/90	North Judson-San Pierre School, North Judson, IN
264,490.00	Roofing	8/90	Triton Elem. School, Bourbon, IN
138,526.00	Roofing	9/90	Midtowne Crossing, Ft. Wayne, IN
139,860.00	Roofing	3/91	Fairfield Jr/Sr High School, Goshen, IN

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

4. List references from private firms for which you have performed work.

U. S. Steel, New York, NY-Best Warehouse, New Haven, IN

Shuttleworth, Inc., Huntington, IN

United Technologies, Howe, IN

Sealed Power, Auburn, IN

Naas Foods, Portland, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. As per plans and specifications
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project? As needed
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal? Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this 25 day of July, 19 90

S. E. Jahn Co., Inc.
(Name of Organization)

By Steven E Jahn

President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) SS:
COUNTY OF Allen)

Steven E. Jahn being duly sworn, deposes and says that he is

President (Title) of the above S. E. Jahn Co., Inc. (Name of Organization) and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25 day of July, 19 90

Roxanne L. Haviland
Notary Public

My Commission Expires: 9/12/91

County of Residence: Allen

S.E. Jahn Roofing, Inc.
Fort Wayne, Indiana

Compiled Financial Statements

Years Ended December 31, 1989 and 1988

DULIN, WARD & DeWALT

Balance Sheets

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

Assets	December 31, 1989	December 31, 1988
Current Assets		
Cash	$ 119,724.95	$ 100,016.89
Accounts receivable - Note 2:		
Trade	337,925.64	219,544.47
Officer - Note 6	116,847.23	117,037.09
Woodlands - Note 10	145,562.49	153,803.00
Employees	482.75	785.75
	600,818.11	491,170.31
Refundable income taxes	16,318.00	-o-
Inventory - Notes 1 and 2	133,448.05	111,240.86
Prepaid expenses	7,722.96	8,555.14
Deposits	2,105.15	660.00
Costs and estimated earnings in excess of billings on uncompleted contracts - Notes 1 and 5	87,461.37	76,545.11
Total Current Assets	967,598.59	788,188.31
Fixed Assets - at cost - Notes 1 and 2		
Building improvements	11,224.79	8,376.01
Office equipment	118,127.58	110,506.52
Machinery and equipment	219,699.50	207,360.55
Transportation equipment	166,373.61	182,973.61
	515,425.48	509,216.69
Less accumulated depreciation	419,618.28	370,770.87
Net Fixed Assets	95,807.20	138,445.82
	$ 1,063,405.79	$ 926,634.13

Liabilities and Stockholder's Equity	December 31, 1989	December 31, 1988
Current Liabilities		
Current portion of long-term liabilities	$ 152,423.42	$ 143,152.72
Accounts payable - trade	327,395.61	205,800.41
Employees' payroll deductions	11,398.83	1,747.48
Sales tax collected	237.67	1,298.98
Accrued expenses:		
Interest	5,338.67	9,518.92
Payroll taxes	4,266.20	788.82
Property taxes	8,079.02	7,266.54
Salaries and wages	5,715.91	5,378.27
Income taxes	-o-	515.00
	23,399.80	23,467.55
Billings in excess of costs and estimated earnings on uncompleted contracts - Notes 1 and 5	5,847.40	12,975.74
Deferred income taxes	30,973.00	9,917.00
Total Current Liabilities	551,675.73	398,359.88
Long-Term Liabilities - Note 4		
Notes and installment loans payable - Note 2	361,602.93	388,193.99
Note payable - stock purchase - Note 3	3,206.52	5,000.00
	364,809.45	393,193.99
Less current portion	152,423.42	143,152.72
Total Long-Term Liabilities	212,386.03	250,041.27
Total Liabilities	764,061.76	648,401.15
Stockholder's Equity		
Common stock, no par value: Authorized - 1,000 shares Issued and outstanding - 200 shares of which 100 shares are held in treasury	2,000.00	2,000.00
Retained earnings - Exhibit B	342,344.03	321,232.98
	344,344.03	323,232.98
Less treasury stock - at cost	45,000.00	45,000.00
Total Stockholder's Equity	299,344.03	278,232.98
	$ 1,063,405.79	$ 926,634.13

See accountants' compilation report and notes to financial statements.

DULIN, WARD & DeWALD, INC.

Statements of Retained Earnings

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Balance - beginning of year as previously stated	$ 321,232.98	$ 284,955.33
Prior period adjustments - Note 9	-o-	(23,831.05)
Balance - beginning of year as restated	321,232.98	261,124.28
Net earnings for the year - Exhibit C	21,111.05	60,108.70
Balance - end of year	$ 342,344.03	$ 321,232.98

DULIN, WARD & DeWALD, INC.

See accountants' compilation report and notes to financial statements.

Statements of Earnings

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Contract Revenues - Schedule 1	$ 1,707,497.76	$ 2,288,992.93
Costs and Expenses		
Cost of contracts completed - Schedule 1	1,373,858.33	1,890,374.27
General and administrative expenses - Schedule 2	252,246.12	284,304.87
Interest expense	51,061.96	44,752.10
	1,677,166.41	2,219,431.24
Operating Income	30,331.35	69,561.69
Other Income	11,039.70	8,576.30
Aviation Expenses	(14,448.00)	(16,249.00)
Earnings Before Income Taxes	26,923.05	61,888.99
Income Taxes - Note 7	5,812.00	1,780.29
Net Earnings	$ 21,111.05	$ 60,108.70

DULIN, WARD & DeWALD, INC.

See accountants' compilation report and notes to financial statements.

Statements of Cash Flows

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Cash Flows from Operating Activities		
Net earnings - Exhibit C	$ 21,111.05	$ 60,108.70
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation	48,847.41	58,336.87
Provision for bad debts	12,516.01	40,605.94
(Gain) loss on disposition of fixed asset	16,600.00	(156.12)
Changes in assets and liabilities:		
(Increase) in accounts receivable	(122,163.81)	(34,165.19)
(Increase) in refundable income taxes	(16,318.00)	-o-
(Increase) in inventory	(22,207.19)	(25,781.75)
(Increase) decrease in prepaid expenses	832.18	(2,812.67)
(Increase) in deposits	(1,445.15)	(185.00)
(Increase) in costs and estimated earnings in excess of billings on uncompleted contracts	(10,916.26)	(24,239.99)
Increase in accounts payable - trade	121,595.20	30,814.61
Increase (decrease) in employees' payroll deduction and sales tax collected	8,590.04	(51,530.22)
(Decrease) in accrued expenses	(67.75)	(4,330.48)
Increase (decrease) in excess of costs and estimated earnings on umcompleted contracts	(7,128.34)	1,269.26
Increase in deferred income taxes	21,056.00	2,442.29
Net cash provided by operating activities	70,901.39	50,376.25
Cash Flows from Investing Activities		
Purchase of fixed assets	(22,808.79)	(89,985.35)
Proceeds from sale of fixed assets	-o-	27,950.00
Net cash used for investing activities	(22,808.79)	(62,035.35)
Cash Flows from Financing Activities		
Proceeds from long-term liabilities	103,600.00	278,284.86
Principal payments on long-term liabilities	(131,984.54)	(175,738.25)
Net cash provided by (used for) financing activities	(28,384.54)	102,546.61
Net Increase (Decrease) in Cash and Temporary Investments	19,708.06	90,887.51
Cash and Temporary Investments - beginning of year	100,016.89	9,129.38
Cash and Temporary Investments - end of year	$ 119,724.95	$ 100,016.89

See accountants' compilation report and notes to financial statements.

DULIN, WARD & DeWALD, INC.

Statements of Cash Flows

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Cash Flows from Operating Activities		
Net earnings - Exhibit C	$ 21,111.05	$ 60,108.70
Adjustments to reconcile net earnings to net cash provided by operating activities:		
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Net cash provided by (used for) financing activities	(28,384.54)	102,546.61
Net Increase (Decrease) in Cash and Temporary Investments	19,708.06	90,887.51
Cash and Temporary Investments - beginning of year	100,016.89	9,129.38
Cash and Temporary Investments - end of year	$ 119,724.95	$ 100,016.89

See accountants' compilation report and notes to financial statements.

DULIN, WARD & DeWALD, INC.

1. Summary of Significant Accounting Policies

The Company records profits on fixed-price construction contracts on the percentage-of-completion basis, determined by the ratio of costs incurred to management's estimate of total anticipated costs. As these construction contracts progress, revisions in cost and profit estimates are reflected in the accounting period in which the facts which require the revision become known. If estimated total costs on any contract indicate a loss, the Company provides currently for the total loss anticipated on the contract. The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

For income tax purposes, the Company records profits on construction contracts on the completed contract method. Deferred income taxes have been provided for differences between income for financial reporting and tax purposes.

Revenues from time-and-material contracts are recognized currently as the work is performed.

Inventories are valued at the lower of costs or market with cost being computed by the first-in, first-out method.

The Company follows the policy of providing depreciation on both the straight-line and accelerated methods for both financial reporting and tax purposes over the estimated useful lives of the assets which are as follows:

Building improvements	7 - 31 years
Office equipment	5 - 8 years
Machinery and equipment	4 - 8 years
Transportation equipment	3 - 5 years

DULIN, WARD & DeWALD, INC.

2. Notes and Installment Loans Payable

	Balance December 31, 1989	Balance December 31, 1988	Interest Rate	Monthly payment	Due	Security	Book Value at December 31, 1989
Line of credit	$ 100,000.00	$ 88,000.00	Prime plus 1%	None	Demand renewable note	Inventory, accounts receivable and equipment	N/A
Equipment loan	146,795.58	176,663.67	Prime plus 1 1/2%	$ 4,215.00	July 1, 1993	Inventory, accounts receivable and equipment	N/A
International Harvester loan	6,619.45	15,611.31	12%	$ 894.96	November 10, 1990	1986 IHC Truck	$ -o-
Auto loan	-o-	5,316.35	14.5%	$ 408.95	Paid	1985 Mercedes 190	$ -o-
Term loan	-o-	91,665.00	9.6%	None	Paid	Certificate of Deposit	N/A
Truck loan	3,093.95	5,468.83	9.7%	$ 251.52	January 26, 1991	1987 Ford Truck	$ 3,990.00
Truck loan	3,093.95	5,468.83	9.7%	$ 251.52	January 26, 1991	1987 Ford Truck	$ 3,990.00
Term loan	100,000.00	-o-	10.1%	None	December 1, 1994	Certificate of Deposit inventory, accounts receivable and equipment	N/A
Installment loan	2,000.00	-o-	10.76%	$ 94.36	January 25, 1992	Unsecured	N/A
	$ 361,602.93	$ 388,193.99					

3. Note Payable - Stock Purchase

This note in the amount of $3,206.52 and $5,000.00 at December 31, 1989 and 1988, respectively, represents the balance due on the purchase of treasury stock. The note is noninterest bearing and the remaining balance is expected to be paid in the next year.

4. Maturities on Long-Term Debt

Maturities on long-term debt over the next five years are as follows:

Year Ended December 31,	Amount
1990	$ 152,423.42
1991	$ 40,871.53
1992	$ 44,765.44
1993	$ 26,749.06
1994	$ 100,000.00

DULIN, WARD & DeWALD, INC.

5. Costs and Estimated Earnings on Uncompleted Contracts

	Year Ended December 31, 1989	1988
Costs incurred on uncompleted contracts	$ 656,107.29	$ 284,750.37
Estimated earnings	299,753.04	101,931.02
	955,860.33	386,681.39
Less billings to date	874,246.36	323,112.02
	$ 81,613.97	$ 63,569.37
Included in the accompanying balance sheet under the following captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 87,461.37	$ 76,545.11
Billings in excess of costs and estimated earnings on uncompleted contracts	(5,847.40)	(12,975.74)
	$ 81,613.97	$ 63,569.37

6. Accounts Receivable - Officer

The accounts receivable in the amounts of $116,847.23 and $117,037.09 at December 31, 1989 and 1988, respectively, represents advances to an officer who is the sole shareholder of the Company. A summary of the activity in this account follows:

	Year Ended December 31, 1989	1988
Balance - beginning of year	$ 117,037.09	$ 131,659.03
Advances	20,160.99	40,052.16
Payments	(20,350.85)	(54,674.10)
Balance - end of year	$ 116,847.23	$ 117,037.09

7. Income Taxes

The components of income taxes are as follows:

	Year Ended December 31, 1989	1988
Current	$ (15,244.00)	$ (662.00)
Deferred	21,056.00	2,442.29
	$ 5,812.00	$ 1,780.29

(continued)

DULIN, WARD & DeWALD, INC.

7. Income Taxes (continued)

Total income tax expense is different from the amount computed by applying the federal graduated rates to earnings before income taxes. The reasons for the differences are as follows:

	Tax Effect Year Ended December 31,		Percentage of Pre-Tax Income Year Ended December 31,	
	1989	1988	1989	1988
Expected income taxes (credits) at the federal graduated rates	$ 4,038.46	$ 10,472.25	15.0 %	16.9 %
Increase (reductions) in taxes resulting from:				
State income tax - net of federal tax benefit	1,773.54	(504.75)	6.6	(.8)
Other	-o-	(8,187.21)	-o-	(13.2)
	$ 5,812.00	$ 1,780.29	21.6 %	2.9 %

A reconciliation of cash paid during the years for income taxes is as follows:

	Year Ended December 31, 1989	Year Ended December 31, 1988
Income tax expense	$ 5,812.00	$ 1,780.29
Decrease in accrual	515.00	10,827.10
Increase in refundable	16,318.00	-o-
Increase in deferred income taxes	(21,056.00)	(2,442.29)
Net Taxes Paid	$ 1,589.00	$ 10,165.10

8. Leases

The Company leases equipment and buildings from the shareholder and another company owned by the shareholder, Woodlands Leasing. The Company charged to rent expense $59,878.30 and $60,103.74 for the years ended December 31, 1989 and 1988, respectively, under month-to-month leases with the related parties. Other short-term leases resulted in charges to operations of $16,840.22 and $2,898.37 during 1989 and 1988, respectively. The Company accounts for all of these as operating leases.

DULIN, WARD & DeWALD, INC.

9. Prior Period Adjustments

Retained earnings at the beginning of 1988 has been adjusted to correct two errors on the 1987 financial statements. Included in operations for 1987 was $36,673.00 from an insurance audit premium which was received and paid in 1988 but should have been expensed in 1987. Management also determined that $3,733.05 included in accounts receivable were bad debts deemed uncollectible and should have been written off in 1987. Had the misstatements not been made, net income for 1987 would have been decreased by $23,831.05 net of income taxes of $16,575.00.

10. Account Receivable - Woodlands

This account receivable in the amount of $145,562.49 and $153,803.00 at December 31, 1989 and 1988, respectively, represents the balance due from a related corporation. A summary of the activity in this account follows:

	Year Ended December 31, 1989	1988
Balance - beginning of year	$ 153,803.00	$ 138,900.19
Advances	-o-	14,902.81
Payments	(8,240.51)	-o-
Balance - end of year	$ 145,562.49	$ 153,803.00

11. Interest Expense

A reconciliation of cash paid during the years for interest is as follows:

	Year ended December 31, 1989	1988
Interest expense	$ 51,061.96	$ 44,752.10
(Increase) decrease in accrual	4,180.25	(8,593.72)
Cash Interest Paid	$ 55,242.21	$ 36,158.38

DULIN, WARD & DeWALD, INC.

Statements of Gross Profit

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Contract Revenues - Note 1	$ 1,707,497.76	$ 2,288,992.93
Cost of Contracts Completed		
Materials	572,241.16	836,404.72
Labor	243,633.18	272,076.20
Overhead:		
Commissions	82,644.85	105,527.13
Depreciation - Note 1	37,643.76	42,297.46
Equipment rental - Note 8	15,202.92	13,059.12
Gas and oil	9,743.59	8,095.97
Insurance - general	48,461.34	35,878.15
Insurance - group	12,498.67	10,594.93
Licenses, fees and permits	5,544.54	4,269.65
Miscellaneous job costs	92,626.76	66,141.77
Rent - buildings - Note 8	44,494.66	37,637.36
Repairs and maintenance	9,369.86	15,486.18
Small tools	3,561.15	3,772.34
Subcontract	123,345.78	370,400.82
Supplies	3,430.39	1,733.07
Taxes - payroll	35,464.11	36,137.17
Taxes - property	7,901.11	5,905.89
Travel expense	2,393.52	5,625.64
Truck expense	19,765.67	13,479.75
Uniform rental	1,447.70	2,597.78
Utilities	2,443.61	3,253.17
	557,983.99	781,893.35
Total Costs of Contracts Completed	1,373,858.33	1,890,974.27
Gross Profit	$ 333,639.43	$ 398,618.66

See accountants' compilation report and notes to financial statements.

DULIN, WARD & DeWALD, INC.

Statements of General and Administrative Expenses

S.E. Jahn Roofing Inc., Fort Wayne, Indiana

	Year Ended December 31, 1989	1988
Advertising	$ 18,326.68	$ 23,659.84
Auto expenses	2,794.11	7,212.05
Bad debts	12,516.01	40,605.94
Bid expenses	64.00	1,048.95
Conferences and training	1,542.06	2,685.13
Contributions	257.08	1,780.00
Depreciation - Note 1	11,203.65	16,039.41
Dues and subscriptions	1,897.50	1,495.13
Equipment rental - Note 8	7,792.54	1,910.93
Insurance - general	21,599.53	14,167.65
Insurance - group	5,090.49	4,794.92
Legal and professional	4,934.25	9,597.59
Office supplies	8,433.71	12,032.78
Rent - building - Note 8	9,228.40	10,394.70
Repairs and maintenance	8,601.66	6,545.11
Salaries and wages	100,792.20	99,575.22
Taxes - other	7,083.40	1,881.22
Taxes - payroll	8,565.51	8,126.44
Taxes - property	1,975.28	1,968.63
Telephone	10,001.61	7,991.11
Temporary labor	520.00	1,800.00
Travel and entertainment	6,344.08	6,493.38
Utilities	2,682.37	2,498.74
	$ 252,246.12	$ 284,304.87

DULIN, WARD & DeWALD, INC.

See accountants' compilation report and notes to financial statements.

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference ~~Room 128, City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 8-28-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO				✓

DATED: 9-11-90.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (APPROPRIATION) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE ~~RESOLUTION~~ NO. S-218-90 on the 11th day of September, 19 90,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1990 at the hour of 2:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of September, 1990, at the hour of 5:30 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

TITLE OF ORDINANCE: Contract for Partial Roof Replacement and Repair Work for the Police Academy.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works and Safety

SYNOPIS OF ORDINANCE: The Contract is for Partial Roof Replacement and Repair work for the Police Academy, 1717 South Lafayette

PRIOR APPROVAL BEING REQUESTED ON 8/28/90

EFFECT OF PASSAGE: Improved roof replacement at above location

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $19,100.00

ASSIGNED TO COMMITTEE; 50-08-26

BILL NO. S-90-08-26

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GiaQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract FOR PARTIAL ROOF REPLACEMENT AND REPAIR WORK FOR THE POLICE ACADEMY between S.E. JAHN COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC

DATED: 9-11-90.

Sandra E. Kennedy
City Clerk